



Contract Data:
Professional Service Short Contract

Short Contract

A contract between

UK Research and Innovation (UKRI),
Polaris House,
North Star
Avenue,
Swindon,
Wiltshire,
SN2 1FF

and

CEN-ESG Limited
J M H House,
481 Green Lanes,
London,
N13 4BS,
United Kingdom

for

Professional Services – establishing Scope 3 baseline for UKRI

Contract Forms

Contract Data

The *Consultant's Offer* and the *Client's Acceptance*

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *service* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *law of the contract* is

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *assessment day* is the of each month

Work is not to be carried out on a time charge basis

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

The *Client* provides this insurance

N/A – The client provides no insurances.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	Limited to £1 million in respect of each claim, without limit to the number of claims	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£1 million in respect of each event, without limit to the number of events	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£1 million in respect of each event, without limit to the number of events	For the duration of the project, including Defects period, warranties, delays and damages. Client applies a minimum Defects period of 52 weeks to each project

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

100% of the Contract Value

The *Adjudicator* nominating body is

tbc

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

TBC

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions

Indemnities

The Consultant indemnifies the Client against claims, proceedings, compensation and costs payable arising out of an infringement by the Consultant of the rights of others, except the infringement which arose out of the use by the Consultant of things provided by the Client.

Clause 1

Freedom of Information Act and the Environmental Information Regulations

The Consultant shall provide all assistance to enable the Client and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Client.

In no event shall the Consultant or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the Client.

Clause 2

Transparency

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Consultant agrees that the Client and the sourcing documents issued by the Client which led to its creation will be published by the Client on a designated web site.

The entire Contract and all the sourcing documents issued by the Client will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- (i) contravene a binding confidentiality undertaking that protects information which the Client, at the time when it considers disclosure, reasonably considers to be confidential to the Consultant;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015 as amended; or
- (iii) in the reasonable opinion of the Client be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in (i), (ii), (iii) apply the Consultant consents to the Contract or sourcing documents being redacted by the Client to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression "sourcing documents" means the advertisement issued by the Client seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause 3

Termination

The Client shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Consultant in each case by giving to the Consultant reasonable written notice of 30 days. During the period of notice the Client may direct the Consultant to perform all or any of the work under the Contract. Where the Client has invoked either of these rights, the Consultant may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

Clause 4

Modern Slavery Act 2015

The Consultant agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Consultant and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

The Client reserve the right to audit any and all reports submitted by the Consultant to an extent as deemed necessary and the Consultant shall unreservedly assist Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA.

The Client requires such interim assurances to ensure that the Consultant is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Consultant shall complete and return the report to the contact named in the Contract as and when requested but no more than once during the contract period.

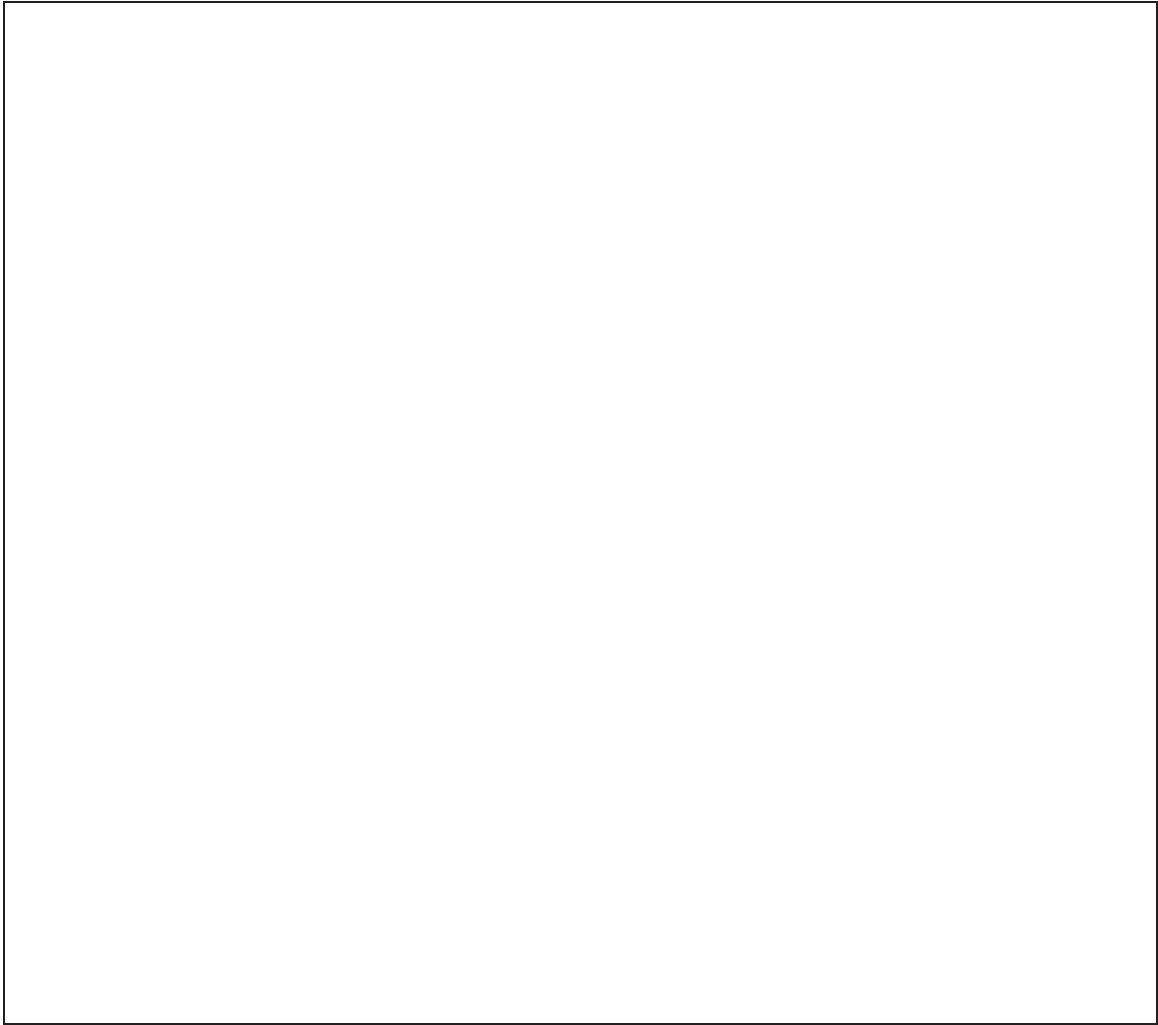
The Consultant agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Consultant cost to do so and will not be reimbursable.

Clause 5

Ownership of intellectual property

All documentation provided as part of this tender exercise is strictly confidential.

All documentation, data, reports, etc. will be owned by UKRI only.



Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name CEN-ESG Limited

Address for communications 322 High Holborn
London
WC1V 7PE

Address for electronic communications FOIA Section 40 Personal Information ; accounts.payable@cen-esg.com;
FOIA Section 40 Personal Information

The fee percentage is %

The people rates are

category of person	unit	rate
Director*	1 day	FOIA Section 43 Commercial Info
Associate Director*	1 day	FOIA Section 43 Commercial Info
Senior Associate*	1 day	FOIA Section 43 Commercial Info
Associate*	1 day	FOIA Section 43 Commercial Info
*indicative, contract is priced on full scope below		

The key persons are

Name (1)	FOIA Section 40 Personal Information
Job	FOIA Section 40 Personal Information
Responsibilities	Client Lead
Qualifications	FOIA Section 40 Personal Information
Experience	FOIA Section 40 Personal Information
Name (2)	FOIA Section 40 Personal Information
Job	FOIA Section 40 Personal Information
Responsibilities	Principal client counterparty
Qualifications	FOIA Section 40 Personal Information
Experience	FOIA Section 40 Personal Information

The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£177,250 + VAT

Signed on behalf of the *Consultant*

Name
Position
Signature
Date

FOIA Section 40 Personal Information

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name
Position
Signature
Date

FOIA Section 40 Personal Information

Price List

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
1	Data collection - Scope 3 - supply chain		1		
2	Report production Scope 3 - supply chain		1		
3	Data Collection - Scope 3 UKRI investments		1		
4	Report production Scope 3 - UKRI Investments		1		
	FOIA Section 43 Commercial Information [REDACTED]				
	[REDACTED]				
	[REDACTED]				
	[REDACTED]				
	[REDACTED]				
	[REDACTED]				
	[REDACTED]				

The total of the Prices £177,250 + VAT

EXPENSES

Assumed to be none for the contract duration	The Client will reimburse any expenses incurred by GEN-ESG, subject to their prior agreement in writing, and subject to production of receipts or other appropriate evidence of payment.				

The method and rules used to compile the Price List are

Each item above is costed in entirety on the assumed workload to complete each leg, with reference to our people rates and with reference to similar work conducted for other clients.

Scope

1 Purpose of the *service*

Pleased see Appendix A UKIR-3267 – Specification Document

2 Description of the *service*

Pleased see Appendix A UKIR-3267 – Specification Document

Scope

3 Existing information

N/A

4 Specifications and standards

As per Appendix A UKIR-3267 – Specification Document

Scope

5 Constraints on how the *Consultant* Provides the Service

Pleased see Appendix A UKIR-3267 – Specification Document and UKRI-3267 Above Threshold – Invitation to tender pack

Scope

6 Requirements for the programme

Pleased see Appendix A UKIR-3267 – Specification Document

Scope

7 Information and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
NOT FURTHER INFORMATION TO BE PROVIDED	